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**A Case Study of an Advertising Agency  
and Some Observations on Advertising  
in General<sup>1</sup>**

Reviewed by JOSEPH H. APPEL

Since 1899 associated with the John Wanamaker business in advertising, merchandising, and management; formerly executive manager of the New York Store, now member of Board of Directors; author of *The Business Biography of John Wanamaker*.

Written from the outside with access to inside information and records, Professor Hower's *History of an Advertising Agency: N. W. Ayer & Son at Work* avoids the over-praise of a memorial volume written solely from within an organization, and at the same time has more reality than the cold clinical history of an individual or institution written solely from public records. An air of mystery that whets the interest of the reader is thrown over the book by Professor Gras's statement that publication was held up in 1935 by Wilfred W. Fry, son-in-law of the founder of the agency and then its president, "partly because the exposition was more critical

<sup>1</sup>*The History of an Advertising Agency: N. W. Ayer & Son at Work*, by Ralph M. Hower, published by the Harvard University Press, Cambridge, 1939.

and less personal than was expected"—Fry dying in 1936 before his agreement could be procured. One wonders what were the points at issue, upon which Professor Gras acted as umpire, but the mystery is somewhat dispelled later in the volume in the presentation of the controversial years within the Ayer organization, following Fry's death. Professor Gras feels sure that all difficulties with Fry would have been ironed out had he lived, "for Fry was as honest as he was true," he says.

The present management of N. W. Ayer & Son, with Harry A. Batten as president, is to be congratulated on the final release of the book, for it bares not only the personal and financial records of the agency, but in fact its very soul. And Harvard's Graduate School of Business Administration, as well as Dr. Hower, is to be congratulated, not only on the insistence on candor but also on the publication of another of the thorough studies in Business History, all of which are real contributions to the understanding and fair appraisal of American business.

Dr. Hower has told a human story, fully documented, with the purpose, as he says, neither to attack nor to defend the advertising agency as an institution, but to present N. W. Ayer & Son as a representative example holding a "remarkably high position in terms of ethical principles as well as of business success."

The book is divided into two parts. Part I—the general history—will be read with great interest and profit by the layman. Part II—analysis of particular aspects of Ayer development—will be of interest mainly to the advertising specialist. But the "Conclusion," in the final chapter, should be read by all, especially the consumer, for it evaluates advertising in its economic and social aspects in a scholarly and scientific manner.

Until the nineteenth century there was no advertising agent either in Europe or in America. Such advertising as existed was sent direct to the newspapers without solicitation. When it became clear (by 1830) that no newspaper could long exist with the money received from subscribers alone, publishers in the larger cities found it advisable to send out employees among the local merchants and manufacturers to solicit orders for advertising. With the expansion of trade, in the Industrial Revolution, the advertising agency was born.

Before N. W. Ayer & Son was founded in 1869, the advertising agency had passed through four stages: (1) *newspaper*



COUNTING-ROOM, N. W. AYER & SON, 1878  
Times Building, Eighth and Chestnut Streets, Philadelphia

*agency* (mere order-taker); (2) *space-jobbing* (where space was first sold by the agency to advertisers and then bought from newspapers to fill the orders); (3) *space-wholesaling* (buying space at wholesale and selling it at retail to advertisers); and (4) *advertising concession* (contracting annually with publications, the agent represented paying a lump sum and taking over most of the risk and management of the entire advertising space in the papers—in effect, an advertising concession in a publication).

Space-jobbing brought the evils of rate-cutting and a demoralization expressed by a contemporary agent as "the principle of getting from the advertiser all that he could be induced to pay, and offering the publisher as little as he would consent to accept."

George P. Rowell, of Boston, founder of *Printers' Ink*, was an example of the space-wholesaler who bought space from periodicals in large quantities and resold it to advertisers. His slogan, "One inch of space a month in 100 papers for \$100," brought large business.

J. Walter Thompson was an example of the advertising concession agency. He took over entire advertising space in newspapers and sold it in allotments to advertisers.

The real evil of the agency business for many early years was the attempt to serve two masters: to sell space for the publisher and, at the same time, to act as an expert and impartial counselor for the advertiser.

When N. W. Ayer & Son came on the scene, its founder, Francis Wayland Ayer, soon began to take a higher stand in service to the advertiser. Challenged by a friend that an advertising agency was "nothing but a drummer," a business without recognized standing, Ayer said to himself (statement made later in life): "I will not be an order-taker any longer . . . I will not take orders for . . . magazines and newspapers . . . get my commission . . . and be satisfied just to make money. I will have a business . . . and I will have clients rather than people who just give me orders." And he accomplished this change in his agency (by 1876) by offering to his clients the *open-contract-plus-commission plan* (of handling advertising space)—giving the advertiser the lowest rate the agency could procure from the publisher (as shown on the agency books) and adding a commission to be paid by the advertiser (at first ranging from 8% to 15%, and finally stabilized at 16 $\frac{2}{3}$ %).

Until that time the general agency practice had been, and still is today, for the agency to keep the publisher's commission as its own compensation in placing the advertising, and to charge the advertiser nothing for the agency service to him. At first thought there seems to be little difference between the two methods. But by opening his books to advertisers (open contract), Ayer satisfied his client that he was receiving the benefit of the full commission (there were secret rates in those days) and that the Ayer agency could not be influenced in favor of a publisher paying the highest commission—commissions were not yet stabilized. The difference, therefore, as Ayer saw it, was that he was working for the advertiser and that other agencies were working for the publisher—an inference not wholly justified today as advertising agencies are conducted, however the situation may have been then.

The name, N. W. Ayer & Son, is an anomaly in that Nathan Wheeler Ayer not only did not found the firm, but had very little to do with it. The son, Francis Wayland Ayer, was the founder, and he used his father's name to honor him and also to give character and standing to the new firm—for Wayland (as he was called by his friends) was only 21 years old at the time.

Like his father, Wayland was a Baptist and a schoolteacher, with no business experience except for a year in soliciting advertising for the *National Baptist*, a religious paper. To this periodical he added 10 other religious papers and opened his agency. His interest in the Church continued throughout his life, and for more than 50 years he was superintendent of the North Baptist Sunday School in Camden, N. J. And Dr. Hower observes that "in trying to understand Ayer the business man, we must never lose sight of Ayer the churchman. . . . Proud before men, humble before God, determined to succeed in everything to which he put his hand—this was the essence of Wayland Ayer's character." And William Howard Taft, speaking at the Ayer Fiftieth Anniversary celebration in 1919, said of Wayland Ayer: "When he wants a thing he gets it; and he doesn't mince matters about getting it, either." Surely the Ayer slogan, adopted in 1886, "Keeping everlastingly at it brings success," is fully justified by the history of the agency—in 1930 the Ayer volume of business reached \$38,000,000.

Even with his religious background, it would be too much to expect that Ayer escaped participation in some of the advertising evils of his day. Like others, his agency handled the malodorous

patent-medicine advertising that dominated the latter third of the nineteenth century, this business at one time forming one-fourth of his volume. (And the religious press of those days published this advertising.)

Like other agencies, Ayer's sold type and ink to publishers in exchange for advertising space, a practice that hardly was conducive to unbiased judgment in the selection of media. Ayer went further in this field, even than many others, in establishing in 1888 the Keystone Type Foundry to manufacture printers' type, which other agencies criticized as being a club held over publishers. (In 1917 the foundry was sold.)

Also, in 1880 Ayer established the *American Newspaper Annual* and sold space in it to publishers. But this annual soon outgrew any criticism, and now as *N. W. Ayer & Son's Directory of Newspapers and Periodicals* it is world-famous and a standard authority used by the advertising and publishing world generally.

To Ayer's credit it must be stated that by 1903 the agency had rejected the advertising of alcoholic beverages, and that by 1906 it had finally banned patent medicines, following a campaign against them in the *Ladies' Home Journal* and *Collier's Weekly*. And the Ayer agency never has bought testimonials to be used in advertising.

The main criticism of Ayer by other agencies has always been twofold: (1) the open-contract-plus-commission, which, following rate changes made around 1920, has given Ayer clients a slight edge in figuring the advertising rates they finally pay, and amounts (its critics say) to rate-cutting;<sup>1</sup> and (2) the refusal of Ayer to join with other agencies in the formation of a mutual organization —first in 1888, when Wayland Ayer was offered and refused the presidency of the American Newspaper Advertising Agents Association (disbanded soon thereafter); again in 1901, when the American Advertising Agents Association was formed (disappearing a few years later); and finally the persistent refusal to join the present A.A.A.A. (called Four A's), launched in 1917 and now the representative body of the agency field. Ayer's, however,

<sup>1</sup>On \$10,000 of space, most agencies would charge the advertiser this sum, taking as their own remuneration the publisher's 15 per cent discount, \$1,500; Ayer would subtract the 15 per cent discount from the \$10,000, thus making \$8,500 on which he would add his own 16 $\frac{2}{3}$  per cent commission, \$1,416.67, making the total of only \$9,916.67 to be paid by the advertiser.

coöperated with the Audit Bureau of Circulations and the vigilance work of the Associated Advertising Clubs of the World (now the Advertising Federation of America); and it joined with a committee of the Four A's in the effort to coöperate with the National Industrial Recovery Act in the formation of a code.

Dr. Hower explains Ayer's aloofness, beginning in 1888, by (1) confidence that "he could get by himself recognition and any other concessions from publishers which such an association could obtain for him;" and (2) his strong disapproval "of the way in which most of his competitors conducted their business"—the attitude which other agencies resented and characterized as "holier-than-thou," especially in view of the principle on which the American Association of Advertising Agencies was founded: "Subordination of personal advantage to the best interests of advertising."

Copy preparation was begun by Ayer, and about the same time by other agencies, in the early 'nineties, no doubt influenced by the splendid advertisements which John E. Powers had been writing for John Wanamaker since 1880.

A pioneer market survey was first made by Ayer in 1879—a survey of crops for the Nichols-Shepard Company, of Battle Creek, manufacturers of threshing machines—but it was not until 1900 that the preparation of advertising plans became a part of the regular service. And in 1908 Ayer formed in his Business-Getting Department a group whose members were assigned to the specific task of planning.

Ayer's claims to "firsts" in radio advertising include: (1) first continuous series of commercial programs, 1923; (2) first continuity or drama-type program designed especially for broadcasting, 1924; (3) first commercial adaptation of a full-length novel (*Show Boat*), 1926.

After Wayland Ayer's death in 1923, the management of the agency continued under the direction of Wilfred W. Fry, who had become a partner in 1911 and had been made general manager in 1916. And after Fry's death in 1936, Harry A. Batten was elected president, following legal controversy over control, which was finally settled when George H. Thornley, who had been made a partner in 1923, withdrew.

Dr. Hower counts the period from 1931 to 1938 as the most critical in Ayer history, and surviving it, he says, appears the greatest single achievement in the firm's management. The crisis was

caused not only by the depression but by "untoward events inside the agency, which certainly would have wrecked a weaker firm."

During the depression, as Dr. Hower points out, there was a mad scramble for competitive business, which brought "a nationwide rash of cheap and nasty copy—shrieking headlines, gross exaggeration and even downright deceit . . . which had no parallel except the patent-medicine advertising of the nineteenth century, while the use of pseudo-scientific arguments and appeals to emotion and appetite surpassed all previous efforts and violated the previously accepted standards of decency." All this brought attacks on advertising both in books and from consumer movements and threats of drastic legislation, so that every phase of advertising was forced to undergo readjustment, emerging "considerably deflated both in the eyes of the consuming public and in the opinion of the firms that use it. And yet, it has emerged a more effective and essential mechanism than ever in our social and economic life."

And in the author's preface, in stating that he is still dubious about some of the social consequences of advertising, Dr. Hower says that he regards advertising as an inevitable accompaniment of a free competitive economic system. And finally, in the "Conclusion" to the book, in noting that advertising is a slippery subject for analysis, the author says: "My own personal conclusion is that advertising, in spite of obvious abuses, is essential to a free modern industrial society. . . . Indeed, advertising of one sort or another is a necessary adjunct of mass production, whether in an individualistic or socialistic or totalitarian régime. . . . The amount of economic waste which advertising involves is frequently exaggerated. . . . Advertising is what men make it. It is a powerful tool both for private profit and social control. If we use it wisely, it can be a valuable means to economic and social advance. . . . Advertising is one of the influences leading to the opening of new vistas, the pursuit of new interests, and the material enrichment of our daily life."

As to the advertiser's influence on publications, Dr. Hower concludes: ". . . no advertiser, regardless of the extent of his advertising, can suppress or minimize big news;" and again: "The most active, powerful, and relentless censor of the Press is the reader, and the voice which ultimately dominates our radio programs is the average listener;" and still again: "We must recognize, too, that advertising revenue saves our Press from the corruption

which has long existed in France and certain other foreign countries, where newspapers regularly depend upon secret subsidies. . . . Advertising helps to support our freedom of public utterance;" and finally: "The ultimate purpose of advertising is to assist in the economical exchange of goods and services. Its chief justification, all things considered, is the possibility of lowering costs of the things we consume by reducing either manufacturing or marketing costs. . . . If it had not proved its merits in this respect, *when properly used*, advertising would not occupy the important position it holds today."

In concluding this inadequate review, in the short space allotted me, of Dr. Hower's monumental (some 650 pages of text, together with more than 50 illustrations) and thoroughly scientific study of advertising in general and of the advertising agency in particular, I speak the tribute to the author which he will no doubt receive from the advertising world: a needed job, honestly and candidly done, an unbiased history and a human story. Let us have more of such books in the Harvard series of Business History.

## Note on Our Dollar Sign

The familiar symbol of our American dollar came into existence not later than 1790-95. It may have been developed or adopted in New York or Philadelphia. But whence did it come?

Several explanations of the origin of the sign have been offered or can be thought of. First, it is merely the monogram of the United States formed by the merging of the initial letters of the two words. Second, it is the monogram of that uncertain person called Uncle Sam who, however, apparently came too late to get into the picture at all. Third, it represents the two Pillars of Hercules with the scroll found on the reverse of the Spanish dollar that was commonly used in the American colonies and in the youthful republic. Fourth, it is the abbreviation for pesos (8 pesos to the Spanish dollar). The thought is that a monogram was constructed out of the Greek p, written II, and the final s. It would be difficult, however, to demonstrate that the Greek letter was used in connection with pesos. But whatever particular objection may be urged against each of these explanations, there is an

effective one that seems to overturn them all, namely, that the symbol commonly had only one vertical stroke in early days.

The fifth explanation is that the symbol has nothing to do with s but was originally an 8 and became conventionalized as an s. The idea is that the symbol 8 stood for 8 pesos or 8 bits which the dollar contained. In other words the dollar was a piece of eight. Now, the 8 was commonly written with an extended vertical line following the pen upward in the formation of the figure. Early merchants' accounts show it thus. Practice came to draw this line downward as well as to push it upward. The result was \$.

The sixth explanation is not in conflict with the fifth but supplements it. In some States, notably in New York and Pennsylvania, the Spanish dollar was valued at 8 shillings of local money. This amount was written either 8s. or 8/. When the latter practice was followed, the form became substantially \$. It is an interesting fact that type faces have followed either one of these forms and historically either seems to be correct, though originally it is doubtful whether the symbol with the double vertical lines was commonly found in any States except where the dollar was worth 8 shillings. This point should be given further study.

There may be other and better explanations. If so, let us have them. Would Jefferson's papers help in solving the problem? The reading of thousands of business records has suggested the explanations, five and six, given above. If the dollar is really almighty, we may be pardoned for pondering the symbol that stands for it.

## The Birth of the Express Business

William Frederick Harnden, son of Amariah and Sally Richardson Harnden, was born August 23, 1812, in Reading, Massachusetts. Here he received an education in the public schools but his health forbade his following the vocation of his father, that of a house-painter.

In 1834 he commenced working for the Boston & Worcester Railroad and acted as conductor of the first train ever run by that road. He continued to act as conductor and later became ticket agent for the road at Boston. With this assurance of employment he married Sarah Wright Fuller, of Newton, in December, 1835.

Again his health failed him and it is reported that James W. Hale, who ran the Tontine Coffee House at the corner of Pearl and Wall Streets, New York, suggested the idea to Harnden of a messenger service between Boston and New York and likewise suggested the use of the name—Express. Whether the plan was Harnden's own conception or whether he acted on this suggestion we do not know, but he put it into effect. Hitherto small and valuable packages had been entrusted to the stagecoach drivers, captains of vessels, or even the chance traveler, the honesty of the individual being the only guarantee of the delivery of the package.

Advertisements of the service were inserted in the Boston and New York newspapers, and on March 4, 1839, armed with his carpetbag, Harnden made his first trip from the old Boston & Worcester Railroad station where the present Albany building now stands. Without capital, health or even influence, his chances of success seemed small. His first two months happened to be unprofitable ones for brokers; also, business men found it difficult to accept the notion of paying a fee for a service that had often been performed gratuitously in the past.

Soon the advantage of a messenger who was regular, prompt, and trustworthy became apparent. Before the end of the year other messengers were added, one of whom was Adolphus Harnden, a younger brother, who lost his life with the burning of the steamer *Lexington*. Another was Dexter Brigham, Jr., later to become a partner of Harnden & Co. and to continue the business after Harnden's death.

The year 1840 was a strenuous one for Harnden and his

messengers. The establishment of the Liverpool-Boston service by the Cunard Steamship Co. brought an increasing number of packages that must be delivered to New York, Philadelphia, and other eastern cities. More messengers were added and the carpetbag soon became a trunk. In 1841 branches of the Company were established in Philadelphia and as far west as Albany. Here the services of Henry Wells, later of Wells, Fargo & Co. fame, were enlisted as manager. Harnden would not go beyond Albany. His interest was in the European business with the eastern cities, and in the summer of 1841 Dexter Brigham, Jr., and J. L. Stone were sent abroad to establish branches in Liverpool, London, and Paris.

It was in connection with this European business that Harnden was prompted to establish an easy transfer of money by means of bills of exchange. He was also instrumental in securing for the immigrants a means of cheap transportation on a line of packet-boats to Boston and then westward via the Erie Canal boats. He is said to have facilitated the movement of over 100,000 laborers to this country in this manner.

Neither this business nor the express business was a financial success. In 1840 another rival appeared—Messrs. Burke & Adams, later known as the Adams Express Co.—and eventually Harnden & Co. was absorbed by its rival. Harnden's energy, industry, and perseverance far outran his scant health, and he died on January 14, 1845.

The contract which is reproduced herewith is, so far as we can learn, the first agreement between one or more railroad companies and a firm engaged in the express industry. Though a century has passed, some of the features expressed in this contract still remain in force. It is a document which has served as the basis of others, and it marks the beginning of the gigantic express business of this country which started with a young man and his carpetbag.

CHARLES E. FISHER, President  
Railway and Locomotive Historical Society.

Westn Rail Road

1841  
no. 89

Package Express—Contract with Harnden & Co., Nov. 30, 1841.

This Contract of three parts made this fourth day of November in the year Eighteen hundred & forty one, between the Boston & Worcester Rail Road Corporation of the first part; the Western Rail Road Corporation of the second part; & William F. Harnden, & Dexter Brigham junior, of the City of Boston, common carriers &

partners under the firm of Harnden & Company of the third part,

Witnesseth;

that the said parties agree as follows, viz:—

The said Rail Road Corporations for the consideration herein-after mentioned agree with the said Harnden & Brigham to furnish them with space & room upon a baggage platform belonging to the Western Rail Road Corporation & connected with the continuous passenger trains passing over the whole extent of said Rail Roads & over the Albany & West Stockbridge Rail Road, so that the said Harnden & Brigham may, every day, except Sunday, place on said platform & cause to be transported, casualties excepted, once each way, under their own lock & key, & in their exclusive custody, control & possession, a crate or box to be provided by them & not containing less than forty cubic feet, nor more than two hundred cubic feet; & that the said Harnden & Brigham may use the same for the conveyance on their own account & risk of any such articles as they may see fit to convey therein, except however the public mail, or articles which may be subject to take fire or explode, or mineral acids, or other dangerous or unlawful articles; & provided moreover that said Harnden & Brigham shall not carry at any one time in said crate, more than twenty five pounds average weight, for each cubic foot of room in such crate, unless they shall pay extra for the same as herein provided.

The said Rail Road Corporations further agree to allow the said Harnden or Brigham or any Agent appointed by them constantly to accompany said crate over said Rail Roads free of expense who shall have the sole care & custody of & access to said crate & its contents at all times & reasonable opportunity for putting in & taking out goods, at each station on the line of the roads where the train may regularly stop: but without requiring or receiving any of the attention labour or services of any of the Officers or servants of said Corporations: The said Corporations also agree that said Harnden may at any time pass over said roads free of expense, on the business of said express.

The said Corporations also agree that, during the term of this Contract, they will not grant to any other person or persons the right to run a package-express over any part of said roads between Worcester & Albany.

And the said Harnden & Brigham, jointly & severally agree with said corporations, jointly & severally as follows, viz:— that they will pay said Corporations monthly for the right of occupying & using in manner aforesaid, the said space & room in the trains, the sum of One hundred dollars & also the sum of twelve & a half cents for every cubic foot of the capacity of said crate, for each trip; or instead of twelve & a half cents, such less number of cents per cubic foot as aforesaid, as shall for the time being, be hereafter established by said Corporations as the rate of transporting the highest class of freight in their freight cars between Boston & the Hudson

River: provided however, that if during any portion of any trip, the weight of the goods in said crate shall exceed what the whole contents of said crate would weigh, if it were filled with goods weighing twenty five pounds per cubic foot, then & in evey [sic] such case instead of said payment of twelve & a half cents per cubic foot, the said Harnden & Brigham agree to pay for that entire trip (whether said goods are carried the whole distance or only part of the way,) the same rate for every hundred pounds weight of said goods which said Corporation shall, for the time being, charge for carrying the highest class of freight, in their freight cars from Boston to the Hudson River; the same being at present, ten dollars for two thousand pounds: It being agreed as between said Corporations that of all moneys paid by said Harnden & Company, the Boston & Worcester Rail Road Corporation is to have one fifth, and the Western Rail Road Corporation, four fifths: this apportionment being agreed to by the Boston & Worcester Rail Road Corporation in consideration of the Western Rail Road Corporation's furnishing the baggage platform.

For the purpose of transacting his business as a common-carrier acceptably to the public the said Harnden agrees to establish Agencies & offices at Boston, Worcester, Springfield, Westfield, Pittsfield, Hudson & Albany; but that the same shall not be so near to or otherwise connected with the offices of any of said Corporations, as to make the said Harnden or his Agents appear to the public to be Agents, officers, or servants of said Corporations.

The said Harnden & Brigham further agree that one of them or a servant of theirs shall at all times accompany said package crate, & shall have the sole & exclusive care, custody & responsibility of said crate & its contents.

And whereas the said Harnden & Brigham are fully informed of the condition & management of the said Rail Roads & of the locomotive Engines, cars & other apparatus used thereon & of the pains taken by the proprietors thereof to secure honest & skilful Agents & servants & are able therefore to estimate all the risks to which the said package crate & its contents & the person accompanying the same will be exposed at the depots & in passing over said roads; & have moreover secured a privilege exclusive in its character & of increasing value paying a moderate compensation therefor; Now therefore, the said Harnden & Brigham in view of these premises, have agreed to assume & do hereby assume all the risks aforesaid & agree to indemnify & save forever harmless each of said Corporations & the Albany & West Stockbridge Rail Road Company against all losses, payments, costs & charges to which said Corporations or said Company or any of them shall ever be subjected by reason of any loss, injury or destruction [sic] or casualty of any & every description which may happen to said package crate, or to the goods belonging to said package crate, or to the person accompanying the same.

And for the more perfect protection of the said Corporations

against all such liability the said Harnden & Brigham further agree that in all advertisements & notices of their business as carriers over said rail roads, they will give notice that they or their Agents will constantly accompany & have the exclusive care & custody of their package crate & that they will be responsible for its contents; & that the Rail Road Corporations assume no liability whatever therefor; & they further agree that at the time of receiving every package to be transported by them they will give to the person leaving the same a printed notice to the same effect.

The said Harnden & Brigham further agree not to take any articles at Boston to be delivered at Worcester or at any intermediate point, nor any at Worcester to be delivered at Boston or any intermediate point.

They also agree to forward no freight between places east of Connecticut River & the Cities of Albany & Troy or places west of said Cities by any other route, than by the said Rail Roads; & further, that they will use all their influence to procure passengers & freight for said Rail Roads; & that they will adopt for the Winter conveyance of any express they may run for the whole or any part of the distance between Albany & New York such route as the Western Rail Road Corporation shall designate.

They also agree that at the determination of this contract they will render to each of the other parties hereto, a full & detailed account of all their receipts & disbursements up to that time in their business carried on under this agreement.

It is mutually agreed that this agreement shall remain in force until the thirty first day of December, in the year Eighteen hundred & forty two, unless one or both of the said Corporations shall sooner determine the same on account of some breach of contract on the part of said Harnden & Brigham, or on account of said Harnden & Brigham's failing to perform their duties as package express carriers in a satisfactory manner: it being however provided that in the latter case said Harnden & Brigham shall be entitled to forty days notice in writing of the intention to put an end to this contract.

The Boston & Worcester Rail Road Corporation  
by Nathan Hale Prest.

The Western Rail Road Corporation  
by George W. Whistler Engineer.  
Harnden & Co.

## In Memoriam

It is with deep regret that the Society announces the death of John Wells Morss on June 4, 1939. Born on December 15, 1862, son of Charles Anthony and Mary Elizabeth (Wells) Morss, he was graduated from Harvard with the Class of 1884 and received his LL.B. in 1887. In the latter year he was admitted to the Massachusetts Bar.

John Wells Morss was first associated with the law firm of Clapp & Glover, but in 1907 he began practising alone, assuming several trusteeships and the investment care of his own estate as well as that of his brothers, the late Charles A. Morss, the late Everett Morss, and the late Henry A. Morss. Ill health for years limited his professional as well as his outside activities, and in 1926 he was obliged to give up the care of other estates than his own. He was, however, managing trustee of the Morss Real Estate Trust from its incorporation in 1906 to 1934. He was also an active director in several manufacturing companies, the Morss & Whyte Company and the Simplex Electric Heating Company, now dissolved, and the Simplex Wire and Cable Company, of Cambridge.

In addition to his business interests and in spite of continued ill health, he was for some years a trustee of Bradford Academy; for thirty-one years a member of the Standing Committee of the Old South Society in Boston, and for fourteen of those years its chairman.